



UNITED STATES MARINE CORPS
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
QUANTICO, VIRGINIA 22134-5010

IN REPLY REFER TO:

5720
DON-USMC-2018-001674
27 Nov 17

FOIA GROUP
Ms. Rose Santos
PO Box 368
Depew NY 14043

SUBJECT: DON-USMC-2018-001674

Dear Ms. Santos:

This responds to your Freedom of Information Act (FOIA) request of November 25, 2017, which requests a copy of CLEARLY RELEASABLE portions of Delivery/Task Order M6785416F0515, including the SOW/PWS NOTE - this request SEEKS ONLY material that has been previously released under FOIA."

Please find enclosed a copy of the previously released documents.

In light of the *MCI Worldcom, Inc, v. GSA* decision, the Department of Justice Office of Information and Privacy has advised the Navy Office of the General Counsel that submitter notification in accordance with Executive Order 12,600 should be made whenever an agency receives a FOIA request for documents that contain potentially confidential information in order to obtain and consider any objections to disclosure. Therefore, in accordance with Presidential Executive Order 12,600, we allowed the submitter to review the documents and provide comment.

Pursuant to the aforementioned Executive Order 12,600 request, the submitters provided the Marine Corps Systems Command with proposed redactions pursuant to Exemption 5 U.S.C. § 552(b)(4). These submitter redactions are identified in the enclosed documents.

FOIA Exemption 5 U.S.C. § 552(b)(4) exempts from disclosure (i) voluntarily submitted commercial or financial information provided that the submitter does not "customarily" disclose the information to the public and provided that disclosure would be likely to interfere with the continued and full availability of the information to the government, or (ii) information likely to cause substantial harm to the competitive position of the person from whom it was obtained and likely to impact on the government's ability to obtain reliable information in the future. See *Critical Mass Energy Project v. NRC*, 975 F2d 871, 879-80 (D.C. Cir. 1992),

27 Nov 17

cert. denied, 113 S.Ct. 1579 (1993); National Parks & Conservation Ass'n v. Morton, 498 F.2d 765, 766 (D.C. Cir. 1974); Canadian Commercial Corp. v. Dept. of Air Force, 514 F.3d 37 (D.C. Cir., 2008).

If at any time you are not satisfied that a diligent effort was made to process your request, you may file an administrative appeal with the Assistant to the General Counsel (FOIA) at: Department of the Navy, Office of the General Counsel, ATTN: FOIA Appeals Office, 1000 Navy Pentagon Room 4E635, Washington DC 20350-1000.

For consideration, the appeal must be received in that office within 90 days from the date of this letter. Attach a copy of this letter and a statement regarding why you believe an adequate search was not conducted. Both your appeal letter and the envelope should bear the notation "FREEDOM OF INFORMATION ACT APPEAL". Please provide a copy of any such appeal letter to the MARCORSYSCOM address above.

Fees associated with processing your request are minimal and waived.

Any questions concerning this matter should be directed to Mrs. Bobbie Cave at (703) 432-3934 or bobbie.cave@usmc.mil.

Sincerely,



for

LISA L. BAKER
Counsel

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER M9545016RC01054		PAGE 1 OF 32	
2. CONTRACT NO. GS-06F-1227Z		3. AWARD/EFFECTIVE DATE 28-Aug-2016		4. ORDER NUMBER M67854-16-F-0515		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY MARCORSYSCOM ATTN: BRITNI JONES 2200 LESTER STREET QUANTICO VA 22134 TEL: 703-432-3123 FAX:		CODE M67854		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> 8(A) NAICS: 541513 SIZE STANDARD: \$15 M			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO COMMANDER, MARINE CORPS SYSTEMS COMMAND MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050		CODE M67854		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR PHACIL, INC. N/A 800 N GLEBE RD STE 700 ARLINGTON VA 22203-2149 TELEPHONE NO.		CODE 1VSM1 FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER - HQ0338 DFAS-CO/SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182317 COLUMBUS OH 43218-2264			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$3,519,878.31	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. REF: USMC ITSS Follow On 08/11/16				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Sheila McCreery</i>			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Sheila D McCreery / Contracting Officer TEL: 703-432-3115 EMAIL: sheila.mccreery@usmc.mil		31c. DATE SIGNED 25-Aug-2016	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 32	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>OCIO-Information Technology Services FFP</p> <p>The contractor shall provide IT Services in accordance with the terms and conditions of this contract/order. As delineated in the Performance Work Statement, the contractor shall provide on-going IT services sufficient to support operations of the Marine Corps Systems Command Help Desk Service Delivery, Web and Sharepoint Service, Database Administration, IT Asset management, and Video Teleconference Technical Operational and Troubleshooting Support. Reference CDRL B001 : Not Separately Priced FOB: Destination MILSTRIP: M9545016RC01054 PURCHASE REQUEST NUMBER: M9545016RC01054</p>	11	Months	(b) (4)	
NET AMT					(b) (4)
ACRN AA CIN: M9545016RC010540001					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>Transition - Continuity of Services FFP</p> <p>For a period NTE 2 months, the contractor shall provide tranistional support in accordance with the agreement reached on August 11, 2016 and as reflected in the Performance Work Statement Section/Paragraph 6.0 titled "Transition-Continuity of Services" and FAR 52.217 option clause. The services under this agreement may be transitioned to a 3rd party service provider, or to the government. Reference CDRL B002: Not Separately Priced FOB: Destination MILSTRIP: M9545016RC01054</p>	1	Lot	(b) (4)	
NET AMT					(b) (4)

PERFORMANCE WORK STATEMENT

1.0 PERFORMANCE WORK STATEMENT

1.1 Objectives & Scope

The Marine Corps Systems Command (MCSC) Office of the Command Information Officer (OCIO) has a requirement for multiple Information Technology (IT) support services such as Service Desk Services, Web Development Administration, IT equipment warehousing and asset management, Video Teleconference and Command Conference Room support. The scope of this effort is to provide on-going technical support for MCSC (IT) operations required to maintain the Command's business operations.

1.2 Program Management

The contractor shall provide the following to satisfy the requirements of the PWS:

- The contractor shall maintain a process management strategy
 - *Per Deliverable and CDRL B001-- Process Management Strategy.*
- The contractor shall assist with the development, review, and updates to documents, and document OCIO business processes.
- The contractor shall implement real-time changes and additions to process flows, roles, and forms.
- The contractor shall add or modify processes for continuous process improvement.

1.3 Service Desk/Help Desk Support

The Contractor shall provide technical troubleshooting of IT assets, installing and configuring equipment, and ensuring configuration accountability. The Contractor shall track and catalog customer service requests by priority, respond to incident tickets, for both applications and equipment, with effective troubleshooting techniques, and ensure that incident tickets are closed out.

The contractor shall use the government furnished USMC enterprise BMC Remedy tool for incident management tracking. Normal customer service / Service Desk operations shall be from 0700 - 1700, Monday - Friday.

The Contractor shall staff and manage the Service Desk and resolve all Tier 1 issues unless they require Administrator rights on an MCEN-N, MCEN-S, and MCEN-L machine for which this contractor is not responsible. The Contractor shall maintain a record of customer support requests with the actions taken and the timeframe for completion.

The approximate number of trouble tickets opened in a month = 1000. The contractor shall deliver the following tasks:

- Normal daily activities
- The contractor shall create user accounts
- The contractor shall perform Password resets
- The contractor shall troubleshoot issues for all supported hardware, software, and devices
- The contractor shall perform data backups
- MCEN-S Token Issuance Support
- The contractor shall provide MCEN-S Token issuance assistance to MCSC staff.
- The contractor shall maintain strict accountability of OCIO accountable MCEN-S tokens.

- The contractor shall maintain all associated administrative records as required.
- The contractor shall perform reporting/coordination with Base G-6, as directed, in support of this effort.
- The contractor shall perform Hardware/Application Support
- The contractor shall set up peripherals, monitors, printers, scanners, fax machines, zip drives, and disk drives
- The contractor shall map drives and printers for end users
- The contractor shall assist with ordering and replacing hardware and other devices
- The contractor shall distribute PC peripherals
- The contractor shall act as a liaison for shipping, warranty repairs, etc.
- The contractor shall liaison between customer and MCEN for relevant MCEN issues (and other vendors for non-MCEN issues)
- The contractor shall perform Non-MCEN network devices support
- The contractor shall deliver Blackberry support
- The contractor shall perform data recovery for customers impacted by hardware failure or corrupted OS
- The contractor shall perform document development as stated below:
 - The contractor shall develop process recommendations
 - The contractor shall develop FAQ's
 - The contractor shall develop Standing Operating Procedures
- The contractor shall perform Miscellaneous Activities as stated below:
 - The contractor shall resolve website access issues
 - The contractor shall manage trouble ticket system/process using USMC Enterprise BMC Remedy IT Service Management Suite
 - The contractor shall perform mobile phone service transfers
- The contractor shall configure training room computers
 - The contractor shall perform preventative maintenance of supported products
 - The contractor shall set up and tear down equipment
- The contractor shall deliver equipment in a government provided vehicle
 - The contractor shall perform root cause analysis in event of a spike in incidents.
- The contractor shall provide Tier 1 assistance for VIPER to include VIPER account creation.

1.3.1 Very Important Person (VIP) Service Desk

The contractor shall deliver Very Important Person (VIP) Service Desk Support. The contractor shall deliver dedicated in person, on site, personal computer technical support, mobile device technical support, and video teleconference facilitation to all designated VIP individuals from 0700 – 1700, Monday through Friday and telephonic technical support anytime 24 hours a day, 7 days a week. The Contractor shall troubleshoot IT assets, install and configure equipment.

For MCSC, the Government employees occupying the positions below are considered VIPs and are entitled to this enhanced dedicated level of support.

- MCSC Commander
- MCSC Commander's Aide-de-camp

- MCSC Chief of Staff
- MCSC Command Sargent Major
- All Senior Executive Service (SES) employees assigned to MCSC or PEO Land Systems.
- SES employees (currently four (4) individuals)
- Deputy PEO Land Systems

1.4 IT Asset Management (ITAM)

The contractor shall monitor MCEN MCSC IT assets and coordinate with the Service desk for activation and deactivation of customer accounts, computer seat configuration, and network access. The contractor shall handle customer service requests for both initiations of new services and restoration of existing services.

The contractor shall conduct account creation and deactivation, installation and de-installation of Command BlackBerry devices.

The contractor shall monitor network accounts, create and modify E-mail lists, adjust mailbox sizes, and create functional groupings.

The contractor shall record every Service Request Module (SRM) customer order, location change, or other service requested using the provided ordering tool.

The contractor shall record desktop, laptop, BlackBerry, air card and peripheral support requests using the provided ordering tool and develop ordering strategies to meet customer requirements; conduct the technology refresh program and Command computer loaner pool program and maintain a log of equipment repair by device and location.

The contractor shall issue, receive and store IT hardware in a government provided warehouse.

The contractor shall receive, ship and deliver equipment, perform inventories of equipment, and prepare damaged and end of lifecycle equipment for disposal through DLA Disposition Defense Reutilization and Marketing Office (DRMO).

The contractor shall conduct invoice validation of computer seat orders and shall record discrepancies.

The contractor shall coordinate SRM software install and uninstall with the MCEN service provider and review software approved in Integrated Solutions Framework (ISF) Tools to support license management.

The contractor shall plan and track implementation of IT device tech refresh events.

The contractor shall conduct Asset Management of all OCIO managed IT hardware and software. The contractor shall track and record inventory status command wide and generate associated weekly reports.

The contractor shall conduct physical inventories of equipment; prepare equipment for disposal; analyze harvested gear for reissuance or disposal; maintain the OCIO equipment located in the IT warehouse, maintain a current record of computers, monitors, VTC equipment, peripherals and software to provide the government real time asset visibility.

The contractor shall input, edit and track all SRM requests, review tickets in queue every 2 business days; update ticket status and provide a weekly report of SRM usage per SRM type to the Government Customer Technical Representative (CTR). The weekly SRM report will identify preparers name, SRM type and total number of SRMs, as well as anticipated work for the following week. The approximate number of SRM customer service requests in a month = 300. This shall be rolled up into a monthly report.

1.4.1 Information Technology Procurement Request system (ITPRAS) Support

The contractor shall facilitate customer execution requests submitted via ITPRAS. The contractor shall coordinate creation of user accounts. The contractor shall deliver instruction and training to users on the IT Procurement Request process. The contractor shall review ITPRAS requests for compliance with appropriate MARADMINS, DOD, DoN Policies, Command and Marine Corps Policy directives pertinent to Marine Corps IT Procurement. The contractor shall analyze ITPRAS requests for validity of requirement and ensure required supporting documentation is present. The contractor shall obtain program manager supporting documentation and endorsement recommendation prior to submitting ITPRAS request to senior leadership for approval. This represents level of effort for IT Procurement support to process 30-50 additional ITPRAS requests per month above initial baseline.

1.5 SharePoint/Web/Application Support

The contractor shall design, develop, test, deploy, maintain and support Command Websites, Applications and publicly accessible websites in the AFPIMS environment.

The contractor shall coordinate pre-publication review with MCSC Corporate Communications, Public Affairs and Security offices to validate compliance with DoD and USMC standards.

The contractor shall create images and graphics for websites, update and publish content to publicly accessible web pages and contact the AFPIMS service desk to open and track tickets, and coordinate the resolution of issues affecting the MCSC Public website.

The MCSC public website has a feedback section for users to leave comments that are emailed to the webmaster. The contractor shall monitor the webmaster email box daily for any feedback comments and coordinate with appropriate MCSC organizations to answer comment questions. Questions that can be answered within the OCIO should be answered within three (3) business days. Questions requiring outside agency input should be initially coordinated within two (2) days with weekly follow up until complete.

The contractor shall review and update the MCSC Web Order and Web SOP as needed.

The contractor shall maintain a recorded list of Command publicly accessible websites and their respective publishers and appointment letters. The contractor shall disseminate policy changes to web publishers as required.

The contractor shall maintain a FAQ and collaboration site for Web Publishers.

The contractor shall provide orientation training to Command Web publishers upon Assumption of their Web publisher duty. Training sessions can range from a single user to up to 30 users and are conducted monthly. Customer satisfaction surveys are the vehicle used to measure training success.

The contractor shall monitor the Remedy tool for task assignments.

1.5.1 VIPER Administration and Support

The contractor shall prepare the architecture of VIPER site collections and developed solutions. The contractor shall coordinate approved application and configuration changes with the MCEITS EIS support team for deployment or implementation. The contractor shall maintain a list of site collections within VIPER, track their respective owners and administrators, and track site usage metrics. The contractor shall maintain and update VIPER requirements documentation, test plans, scripts and governance documentation.

The contractor shall monitor access to VIPER and shall make additions to MCSC Active Directory groups. The contractor shall create and manage SharePoint groups within OCIO managed sites. The contractor shall document and recommend upgrades to the VIPER SharePoint information architecture and shall deploy, configure, and maintain these upgrades.

The contractor shall identify requirements and develop SharePoint solutions that support the command's mission. The contractor shall maintain and update site templates and style sheets established for VIPER and assist non-OCIO site owners with the implementation of templates. The contractor shall log all VIPER support and development activities in a VIPER SharePoint list. The contractor shall recommend and implement improvements to logging VIPER support and development and requests.

The contractor shall deliver tier two service desk support for OCIO managed SharePoint sites and applications and shall resolve Tier 2 website access issues. The contractor shall trouble shoot and resolve VIPER application issues. The contractor shall coordinate with the MCEITS EIS team and development staff to resolve web application related configuration issues.

The contractor shall conduct training for VIPER navigation, VIPER governance and command applications developed in the OCIO. Training provided will be solution specific and may be either desk side instruction, creation of training guides or computer based training.

The contractor shall maintain the VIPER governance plan and shall document procedures required for VIPER maintenance.

The contractor shall record VIPER usage metrics, recommend improvements to usage and maintenance of VIPER and shall implement changes to improve VIPER as approved by the government.

1.5.2 General Web/Application Support

The contractor shall track licensing of products required for web/applications development for OCIO. The contractor shall participate in the MCSC Configuration Control Board (CCB). The contractor shall participate in the DoD 508 compliance working group.

The contractor shall review DoD policies and standard websites for updates and policy changes. The contractor shall evaluate and recommend tools for enhancing/improving administration, implementation and integration of applications

1.5.3 Warranty Tracking Tool Application Administration PM-131 (Formerly PG-15)

The contractor shall maintain the web accessible PM 31 Warranty Tracking Tool. The contractor shall conduct back-up administration when the PM-31 primary administrator is not available.

The contractor shall coordinate with other MCSC offices to validate compliance with DoD and USMC information assurance standards.

The contractor shall review DoD policies and sites for updates and policy changes.

The contractor shall annually review the MCSC Web order and update the Warranty Tracking Tool. The contractor shall track licensing of products required for web applications development for use with the Warranty Tracking Tool.

1.5.4 Database Administration Support

The contractor shall conduct diagnostic and tuning tasks at both the instance and database levels, troubleshoot, diagnose, and fix performance problems in databases, tune memory and other components, monitor alert logs, performance logs, and SQL server activity logs.

The contractor shall select and implement controls on access and use, backup and recovery and secure the data stored within databases. Security will include procedures necessary to safeguard the integrity of software and data from access by unauthorized personnel.

The contractor shall perform database backups and recoveries to and from disk. These will include developing and implementing backup strategies that include full, differential or incremental and transaction backups, and also testing backup sets for recoverability.

1.6 Video Teleconference (VTC) & Command Conference Room Support

The Contractor shall troubleshoot VTC equipment, operate VTC conference bridges, operate VTC equipment and projectors, coordinate maintenance and installation of new VTC related equipment and set up teleconference calls through Quantico base operations and commercial service providers and obtain phone numbers and passwords for conference participants.

The Contractor shall conduct routine inspection and operational troubleshooting of VTC/conference rooms and equipment and maintain a listing of equipment in each conference room.

The contractor shall operate Audio Video equipment, phones, projectors and computers located in conference rooms, video record command activities and manage recording of meetings.

The contractor shall update scheduling calendars to reflect changes in VTC/conference room availability and notify affected POCs when changes occur.

2.0 ORGANIZATION STRUCTURE

2.1 Organization Chart

The following depicts the contractor's organizational structure of functional positions indicating lines of management in our reporting and communication structure internal to the team and external with MARCORSYSCOM

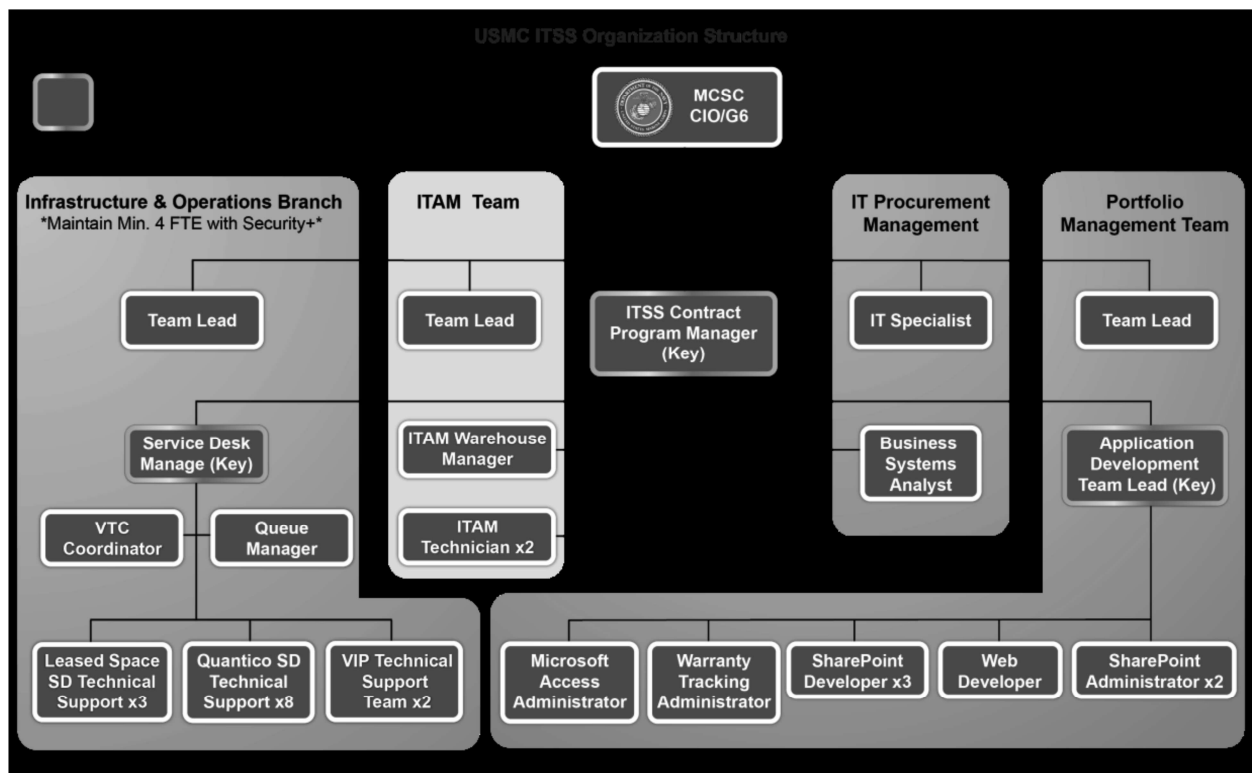


Exhibit 1: Organizational Structure to support MCSC CIO G6.

2.2 Key Positions

The below table outlines the Key Positions for this contract as proposed in the organizational structure above. The information provided includes the defined area of expertise for each Key Position as well as the percentage of their time that will be dedicated to this effort.

Key Position Functional Title	Defined Area of Expertise	Percentage of Time Dedicated
Program Manager	Contract, staff, and performance management - SPOC for USMC	100%
Service Desk Manager	Manage Service Desk Staff and Performance	100%
Application Development Team Lead	Manage current and future SharePoint development needs	100%

3.0 PROGRAM MANAGEMENT PLAN/STAFFING PLANS

The Contractor shall provide proactive and responsive program management support.

3.1 Planned Staffing

The contractor's staffing plan provided on August 11, 2016 established the level of effort and labor category mix that shall be provided under this contract/order. The contractor's staffing plan is hereby incorporated by reference and is expected to be accomplished without the use of subcontractors for the performance of this contract. The staffing plan identifies additional responsibilities, clearances, placement of staff, and allocation of time for each position. Where applicable, minimum requirements for qualifications, experience, education, certifications, or knowledge, skills, or abilities (KSA) shall be included. For the VIP Service desk/Help Desk services, the contractor shall maintain a minimum of 33% personnel holding a Security+ certification.

4.0 QASP

4.1 Quality Assurance Surveillance Plan (QASP)

The Government shall evaluate the Contractor's performance under this task order (TO) in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the

performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rates.

5.0 SERVICE LEVELS

PWS Paragraph	Task Requirements (What do you want to accomplish as the end result of this contract?)	Performance Standard (What should the standards for completeness, reliability, accuracy, timeliness, quality and/or cost be?)	Acceptable Quality Level (AQL) (How much error will you accept?)
VIP Support	Support to designated VIP individuals.	Provide dedicated in person on site personal computer technical support, mobile device technical support, and video teleconference facilitation to all designated VIP individuals from 0700 – 1700, Monday through Friday; and telephonic technical support anytime 24 hours a day, 7 days a week.	Contractor support technician responds in person to VIP support requests within 30 minutes of notification during normal business hours, and telephonically within 45 minutes during off duty hours.
Service Desk	Customer telephone calls to the Service Desk are answered (or e-mails responded to) promptly by Service Desk staff.	The service desk shall be adequately staffed to handle trouble calls and emails.	No more than four (4) complaints per month are made regarding service desk staff responsiveness. Phone calls answered by the 4th ring. Emails answered within 24 hours of receipt.
Service Desk	Time to resolve a customer problem or answer a question is as short as possible.	Processes are followed to ensure efficient responses to customer issues.	98% of calls or e-mails received are resolved within two business days.
Service Desk	Service Desk staff are courteous and	Staff answering telephones shall be	No more than two (2) complaints per month are

	professional.	courteous and professional at all times.	made regarding lack of courtesy and professionalism.
ITAM	The SRM shall be processed efficiently.	Requests for SRMs shall be inputted within 2 workdays after receipt of request.	98% of requests are completed within 2 workdays.
ITAM	Provide loaner equipment for mission essential resources (Hardware).	Provide loaner equipment.	Shall be accomplished within 24-hrs. of notification to the contractor (if equipment is on hand).
ITAM	Issue, receive and store IT hardware in a government provided warehouse. A government provided forklift is available for use.	The contractor shall issue, receive and store IT hardware in a government provided warehouse. A government provided forklift is available for use.	The contractor shall issue, receive and store IT hardware in a government provided warehouse. A government provided forklift is available for use by licensed contractor operator(s).
ITAM	Maintain accurate inventory of IT equipment and devices in the Warehouse and across the command.	Using Excel spreadsheet, or other automated tool, vendor will track and report an accurate inventory of IT equipment and devices in the Warehouse and across the command Number of inaccurate entries /number of total entries * 100 = service level attained.	Inventory will contain no more than 5% error rate. Inventory reports are capable of being generated ad hoc as needed. A formal report will be generated monthly and provided to the ITAM Team Lead
Public websites and SharePoint Applications within VIPER.	Variance to Application Schedule.	Measurement of performance to schedule and how the service provider meets its projections. Completed program requirements will be delivered at the scheduled time.	Total will be within +/- 5% of schedule for completion.

Public websites and SharePoint Applications within VIPER.	Project Quality.	Quality of the code associated with development and maintenance. Limited defects in projects released into production.	Less than four high-impact problems in first 30 days.
Video Teleconference Support.	Video Teleconference Support.	VTC event preparation is defined as all VTC equipment functioned checked and operational, all intended VTC participants are connected via audio and video (if video is requested), a listing of distant station participants is maintained and available upon request, conference bridge line is available and conference audio entrance/exit notification is muted/ disabled.	Given a minimum of 24hour advance notice of a VTC event, Contractor will ensure VTC event preparation is completed and ready for event execution 15 minutes prior to scheduled event start time.
Command Conference Room Support.	Command Conference Room Support.	Each conference room is checked periodically to ensure all equipment is fully functional. Any damaged, missing or non-functional equipment is annotated and reported to Government COR in writing.	Every Command Conference Room is checked for functionality at least monthly. A written log with signed verification of inspection will be maintained and provided to the government. Any damaged, missing or non-functional equipment is annotated and reported to Government COR in writing within 48 hours of discovery. On the spot corrections/repairs are made if possible to any malfunctioning equipment.

All task areas.	All staff are expected to look and act professionally and provide outstanding internal and external customer support	All task areas shall be held to outstanding customer satisfaction levels	No more than two (2) complaints per month are made regarding professional customer support or appearance.
All task areas.	Sufficient numbers of staff members are available to resolve issues.	The Contractor shall provide qualified employees to adequately staff the program.	Average staffing levels shall not fall below 90% in any task area for more than two weeks. Contractor employees should have requisite security clearance level in place prior to starting work to avoid unnecessary down time awaiting clearance approval.
All task areas.	User guides and other documentation provided (e.g. FAQ's, process guides, etc.) are accurate, complete, and easy to use.	Documents provided shall meet command's requirements for accuracy, completeness, and ease of use.	95% of Documentation provided meets command requirements.

6.0 TRANSITION –CONTINUITY OF SERVICES (OPTION CLIN 0002)

6.1 Transition.

The Contractor's shall provide phased operational support services during a transitional period as agreed. The transitional support provide a phased ramp down of services gradually turning support areas over to a 3rd Party , or the government; and shall be conducted in accordance with the Transition Out staffing plan for this contract.

The contractor will work with the selected follow-on contractor during the last 60 days of this contract as part of the transition. This plan will be utilized broadly to communicate the overall transition plan with Government, third party entities and other contractors.

6.2 Continuity of Services

The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to 1) furnish

phase-in training; and 2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

The contractor shall 1) furnish phase in/phase out services for up to 60 days; and 2) negotiate in good faith a plan with a successor to establish the nature of services and the required level of effort that is most efficient and renders minimal disruption. The plan shall identify any training and dates for transferring responsibility for the services, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after the base period expiration that result from phase-in, phase-out operations) as agreed under this contract

7.0 PLACE OF PERFORMANCE

7.1 Geographic Scope

Work shall be performed at the government site at MCSC in Quantico, VA, Stafford, VA, and Triangle, VA. Web/application support can be performed at the contractor site in coordination with Government COR.

7.2 Worksite

The contractor is required to perform work, and provide services at the government site. Basic facilities such as work space and its associated operating requirements (i.e., phones, desks, utilities, information technology, and consumable and general purpose office supplies) will be provided while working in Government facilities. The contractor will be responsible for providing and ensuring adequate work space for their personnel in accordance when not working at the government site.

7.3 Telecommuting

In some instances the telecommuting may be considered. Situations that may be considered include tasks that can be completed by individuals or teams that do not require face-to-face communication with others; and tasks that do not require access to classified material.

Telecommuting may not adversely affect the Marine Corps Systems operational mission. When telecommuting travel to and from the primary place of performance may be required and will NOT be reimbursed. The government will not reimburse the contractor for costs related to establishing, equipping, and operating a home office capable of processing voice and data communications and safeguarding and protecting government information.

8.0 DELIVERABLES

Specific Deliverables shall include:

Deliverable	Frequency	Submit
Monthly Status Report (MSR) – via electronic mail to the Project Officer (PO) detailing (1) work accomplished for the month and how the work accomplished relates to the specific PWS tasks and (2) any other significant activities that occurred, or are anticipated to occur that may impact contract performance, along with proposed resolutions, or mitigation efforts (as per CDRL B001 – Monthly Status Report).	Not later than the 15th of each month.	Government PO with verification to COR/CO.
SharePoint Site.	Immediately after contract award.	Maintain for site owners and administrators to share information and lessons learned with the command's SharePoint site administrator community.
Transition Out Plan – Plan that establishes roles and responsibilities, communication, key points of contact, basic program information and other pertinent facts (as per CDRL B002 – Transition Plan).	Prepared six (6) weeks prior to completion of this contract.	Government PO with verification to COR/CO. Approved Plan shared with Government, third party entities and other contractors, as applicable.

9.0 GOVERNMENT OPERATIONS

9.1 IT Support Services

IT support services are required Monday through Friday between 0700-1700 hours.

Command's Core Business Hours - The contractor shall be available during core-working hours of 0900 through 1500, eastern daylight time, Monday through Friday.

9.2 Government Closures

Unless required under the terms of the contract or authorized by the Contracting Officer, the contractor shall not work at any government facility, nor should any deliveries under this order be made to any government facility, on any of the following holidays.

- New Year's Day - 1 January
- Martin Luther King, Jr.'s Birthday - 3rd Monday in January
- President's Day - 3rd Monday in February
- Memorial Day - Last Monday in May
- Independence Day - 4 July
- Labor Day - 1st Monday in September
- Columbus Day - 2nd Monday in October
- Veteran's Day - 11 November
- Thanksgiving Day - 4th Thursday in November
- Christmas Day - 25 December
- Any other day designated by Federal Statute, Executive Order or a Presidential proclamation.

When a holiday falls on a Sunday, the following Monday will be observed as a legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U. S. Government Agencies.

The awarded dollar amount accounts for the observance of ten Federal holidays. The government will not be billed for such holidays.

10.0 OTHER ADDITIONAL REQUIREMENTS

10.1 Security Management (Personnel, Data and Facility)

The contractor is responsible for compliance with the applicable security classification guidance, technical, management and operational security controls to ensure that the Government's security requirements are met. All contractor and sub-contractors shall be required to pass a National Agency Check with Local Agency Check and Credit Checks (NACLC)

10.2 Proper Identification of Contractor Personnel

Contractor's including subcontractors at all tiers, shall provide for a clear distinction from Government personnel. Contractor employees shall not act, advertise, or presume to be Government employees, agents or representatives. Contractor employees are required to appropriately identify themselves as contractor employees at all times, including in telephone conversations, formal and informal written correspondence, paper and electronic; and in any other situations where their actions could be construed as acts of Government officials unless, in the judgment of the Government, no harm can come from failing to identify themselves. Contractor employees shall be introduced as contractor personnel and display distinguishing visible identification at all times whether in conversations, meetings, and other forms of communication with Government personnel in accordance with MARCORSYSCOM Command

Policy letter No. 6-01 dated 9 May 2001. Contractor personnel, while performing in a contractor capacity, shall refrain from using their retired or reserve component military rank or title in written or verbal communications associated with the contracts for which they provide services. The Contractor shall incorporate the substance of this requirement in all subcontracts awarded under this contract.

10.3 Government Information Access

All personnel performing services shall be required to hold and maintain a Common Access Card (CAC) in order to access various government web-sites in support of the program objectives. Government issued CACs can be issued to those who have a bona-fide requirement to access government information systems or multiple bases/installations per MARADMIN 098/10. The access must be essential to completing the PWS tasks. To gain access, the contractor must complete a DD-Form 2875 "System Authorization Access Request (SAAR)" (MARADMIN 068/10) endorsed in Block 13 by the Government Team Lead prior to obtaining the COR's signature. The contractor shall provide the DD-Form 2875 to MARCORSYSCOM Security Office, which is available for processing the DD-Form 2875 on Tuesday and Thursday from 0800 - 1100 and 1300 - 1500. An appointment can also be scheduled through <http://appointments.cac.navy.mil>.

After submission of DD-Form 2875, the contractor shall obtain a ctr@usmc.mil email account from Marine Corps Systems Command (MCSC). The contractor shall complete the Contractor Verification System (CVS) application within seven days after initiation of the application by the Trusted Agent. The contractor is required to use the ctr@usmc.mil email when completing the CVS application. The contractor shall proceed to the Marine Corps Base Defense Enrollment Eligibility Report System (DEERS) office in Quantico, Virginia to obtain a Common Access Card (CAC) within five business days following approval of the CVS application by the Trusted Agent. Per MCSC security requirements, individual's possessing a CAC card that resign or are terminated must return the CAC to the COR.

10.4 Secret Internet Protocol Router Network (SIPRNET) Access

Classified access and SIPRNET accounts are based on an INDIVIDUAL's (not team) Need-to-Know. SIPRNET accounts are costly to establish and maintain. Only those contractors that actually require SIPRNET access should be processed for an account. SIPRNET accounts are disabled (costing money) after a period of inactivity. In other than extraordinary circumstances, the COR will not endorse the paperwork required to activate a disabled account. Having an account disabled is evidence that access to SIPRNET is not required to accomplish the PWS tasks. Again, the paperwork that provides the justification for an account will have to be signed by the responsible government team lead before it can be signed by the COR.

10.5 NMCARS - 5237.102-90 Enterprise-Wide Contractor Manpower Reporting Application (ECMRA)

"The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Marine Corps Systems

Command via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

ADMINISTRATION & MANAGMENT

I. CONTRACT ADMINISTRATION

The cognizant office indicated on the cover page of the award document will perform administration of this contract. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

II. POINTS OF CONTACT

The following individuals will be the Government points of contact during the performance of this contract:

(a) **CONTRACTING OFFICER.** All contract administration will be effected by the Contracting Officer. Communications pertaining to the contract administration will be addressed to the Contracting Officer. No changes to the statement of work are authorized without a written modification to the contract executed by the Contracting Officer.

(b) **CONTRACTING OFFICER'S REPRESENTATIVE.** A Contracting Officer's Representative (COR) monitors contract performance, assists with contract administration, and performs inspection and acceptance of all deliverables.

A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR. The authority of the COR is strictly limited to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor.

The COR is not authorized to change any of the terms and conditions of the contract. Changes shall only be authorized only by the Contracting Officer in a properly executed written modification to the contract/order. The COR is not authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government.

III. CONTRACT MANAGEMENT

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor.

Communications pertaining to the contract will be addressed to the Contracting Officer. No changes to the statement of work are authorized without a written modification to the contract executed by the Contracting Officer.

The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action, which obligates the Government. Then, such action must be set forth in a formal written modification to the contract.

Contractors who rely on direction from anyone other than the Contracting Officer do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer, or Contract Specialist.

IV. CONFLICTS OF INTEREST/ORGANIZATIONAL CONFLICTS OF INTEREST

Performance may preclude the contractor and all of its divisions, subsidiaries, affiliates, joint ventures, or related companies from participating in the competition of any follow on business opportunities

The contractor, in supporting Government requirements relating to the MCSC OCIO IT operational support services, is in a potential conflict of interest situation. While performing as a third part support contractor may gain access to budgetary, funding and specifications of forthcoming requirements from which it will obtain unique insights rendering a potential competitive advantage. Secondly, the contractor may gain access to technical, schedule, performance, and cost/price information belonging and potential competitors, another potential competitive advantage. To preclude a situation where there is any improper organizational conflict of interest, the parties agree, consistent with FAR 9.5, "Organizational and Consultant Conflicts of Interest" that the contractor will undertake the following preventive measures:

****The contractor and all its divisions, subsidiaries, and affiliates agree that it will not propose on any related follow-on work for a period of three years after the TO is awarded in the event of a conflict of interest; and**

****Safeguard all government work products, information and proprietary information to which access has been granted or made available; and**

**** Execute a non-disclosure agreement having certain restrictions and remedies when handling proprietary technical data and software belonging to other third parties is required by the owner. Note: For contractors accessing third party proprietary technical data or computer software, non-disclosure requirements are addressed at DFARS 227.7103-7(b), through use of the clause at 252.227-7025 as prescribed at 227.7103-6(c) and 227.7203-6(d). Pursuant to that clause, covered Government support contractors may be required to enter into non-disclosure agreements directly with the third party asserting restrictions on limited rights technical data, commercial technical data, or restricted rights computer software. The contracting officer is not required to obtain copies of these agreements or to ensure that they are properly executed**

V. ORGANIZATIONAL CONFLICT OF INTEREST

General. The term "organizational conflict of interest" means that the Contractor (which term hereinafter shall be deemed to include its chief executives, directors, any consultants, or subcontractors utilized under this contract other than a vendor selling incidental material) has interests which (i) may diminish its capacity to give impartial, technically sound, objective assistance and advice in performing this contract, (ii) may otherwise result in a biased work product under this contract, or (iii) may result in an unfair competitive advantage to itself or others.

The contractor's attention is directed to FAR Subpart 9.5, Organizational Conflicts of Interest. In the execution of certain contract tasks, it is anticipated that assigned contractor personnel will require access to confidential or proprietary business, technical and financial information belonging to the Government or other companies. The information may include but is not limited to pre-decisional budget and acquisition sensitive information, preparation of specifications or work statements, and evaluation services. After receipt thereof, the contractor and affected individuals shall treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the contracting officer in writing. The foregoing obligations, however, shall not apply to:

- ☐ Information which, at the time of receipt by the contractor, is in the public domain;
- ☐ Information which is published after receipt thereof by the contractor or otherwise becomes part of the public domain through no fault of the contractor;
- ☐ Information which the contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
- ☐ Information, which the contractor can demonstrate, was received by it from a third party that did not require the contractor to hold it in confidence.

The contractor shall obtain the written agreement, in a form satisfactory to the contracting officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the contractor's organization directly concerned with the performance of the contract.

The contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the contractor under this contract, and to supply a copy of such agreement to the contracting officer. From time to time upon request of the contracting officer, the contractor shall supply the Government with reports itemizing information received as confidential, proprietary, pre-

decisional budget information, or acquisition sensitive information, and setting forth the company or companies from which the contractor received such information.

The contractor agrees that upon request by the contracting officer it will execute a contracting officer approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by the contracting officer, contractor personnel shall also sign such an agreement.

If after award, the contractor discovers an organizational conflict of interest, with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. The disclosure shall include identification of the conflict, the manner in which it arose, and a description of the action the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The Government may, however, terminate the contract.

In the event that the Contractor was aware of an organizational conflict of interest prior to award of this contract and did not disclose the conflict to the Contracting Officer or becomes aware of an organizational conflict of interest after award of this contract and does not disclose the conflict of interest within ten (10) working days of becoming aware of such conflict, the Government may terminate the contract and the contractor shall not be entitled to reimbursement of any cost incurred in performing this contract or payment of any fee thereunder. Further, such costs shall not be allocable or chargeable, directly or indirectly, to any other contract with the Government.

The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies of the Government provided by law or under this contract.

The Contractor agrees that during performance of the contract and for a period of three (3) years after the completion of performance of this contract, the Contractor, including all divisions thereof, and any affiliate of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the contractor, shall not:

- (a) Supply information or material received from this contract, to any firm participating in or having a known prospective interest in the subject matter areas for which the sensitive information described in paragraph (i) above was initially submitted, nor enter into any contractual relationship which would affect or appear to affect the equity and integrity of its recommendations.
- (b) Furnish to the United States Government, either as a prime contractor or as a subcontractor, any component of any system for which the sensitive information described in paragraph (1) above was initially submitted, that it is not currently obligated to deliver for defense purposes.

VI. PERSONAL CONFLICTS OF INTEREST

General. The term "personal conflict of interest" means that a contractor employee assigned to the contract has interests which (i) may diminish his/her capacity to give impartial, technically sound, objective assistance and advice in performing this contract, (ii) may otherwise result in a biased work product under this contract, or (iii) may result in an unfair competitive advantage.

A contractor employee shall not participate (i.e., recommend, influence, or decide) in any particular matters:

- (a) that will have a direct and predictable effect on the financial interests of that employee, his/her spouse or minor child, or organization in which he/she serves as officer, director, trustee, general partner or employee;

- (b) that will have a direct and predictable effect on the financial interests of or any person or organization with whom he/she is negotiating or has an arrangement concerning prospective employment

- (c) may otherwise cause a reasonable person to question his/her impartiality.

The contractor shall obtain the financial disclosure agreement, similar in form/content of the Office Government Ethics Form 450, for each employee assigned to the contract. The contractor shall also obtain financial disclosure agreements for all subcontractor employees assigned to the contract.

If after award, the contractor discovers an employee's financial conflict of interest, with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. The disclosure shall include identification of the conflict, the manner in which it arose, and a description of the action the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The Government may, however, terminate the contract.

In the event that the Contractor was aware of an employee's financial conflict of interest prior to award of this contract and did not disclose the conflict to the Contracting Officer or becomes aware of an employee's financial conflict of interest after award of this contract and does not disclose the conflict of interest within ten (10) working days of becoming aware of such conflict, the Government may terminate the contract and the contractor shall not be entitled to

reimbursement of any cost incurred in performing this contract or payment of any fee thereunder. Further, such costs shall not be allocable or chargeable, directly or indirectly, to any other contract with the Government.

The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies of the Government provided by law or under this contract.

VII. CONTRACT-ORDER OF PRECEDENCE

- (a) This contract includes the standard contract clauses and schedules current at the time of contract award. It entails
 - (1) the solicitation in its entirety, and
 - (2) the successful offeror's accepted proposal . The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.
- (b) In the event of conflict or inconsistency between any of the provisions of this contract regarding work performed , precedence shall be given in the following order:
 - (1) Any portions of the accepted technical proposal which conform to and exceed the provisions of the solicitation.
 - (2) The provisions of the solicitation.
 - (3) All other provisions of the accepted proposal

ALL TERMS AND CONDITIONS OF THE APPLICABLE GSA FEDERAL SUPPLY SCHEDULE CONTRACT ARE INCORPORATED AND ARE HEREBY MADE APPLICABLE TO THIS ORDER.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 30-SEP-2016 TO 29-AUG-2017	N/A	COMMANDER, MARINE CORPS SYSTEMS COMMAND MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050 703 432-3225 FOB: Destination	M67854
0002	POP 30-AUG-2017 TO 29-OCT-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854

ACCOUNTING AND APPROPRIATION DATA

AA: 17611064B3N 257 67854 067443 2D M95450
 COST CODE: 6RC0105455DJ
 AMOUNT: (b) (4)
 CIN M9545016RC010540001: (b) (4)

CLAUSES INCORPORATED BY REFERENCE

52.204-2	Security Requirements	AUG 1996
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.204-7013	Limitations on the Use or Disclosure of Information by Litigation Support Offerors	MAY 2016

252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors	MAY 2016
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.244-7000	Subcontracts for Commercial Items	JUN 2013

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary

personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(a) *Definitions.* As used in this provision—

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record “Active.”

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of Provision)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Invoice.

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Not Applicable

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”.)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	M67443
Issue By DoDAAC	M67854
Admin DoDAAC	M67854
Inspect By DoDAAC	M67854/ACSS
Ship To Code	_____
Ship From Code	M67854
Mark For Code	M67854
Service Approver (DoDAAC)	M67854/ACSS
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

N/A None

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

Scott Trauernicht email: scott.trauernicht@usmc.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

ATTACHMENTS

ATTACHMENTS & EXHIBITS

Attachments

1. DD254-Security Classification dated August 11, 2016 (5 Pages)

Exhibit

- A: CDRL B001 - Monthly Status Report, dated August 2016 (1 page)
- B: CDRL B002 –Transition Plan dated August 2016 (1 page)